

1 MICHAEL R. GIBSON (Bar No. 199272)
Gibsonm@higgslaw.com

2 HIGGS FLETCHER & MACK LLP
401 West A Street, Suite 2600
3 San Diego, California 92101-7910
Telephone: (619) 236-1551
4 Facsimile: (619) 696-1410

5 Attorneys for Plaintiffs WOODSTREAM
CORPORATION; SAFER, INC.;
6 and DYNAMIC SOLUTIONS WORLDWIDE, LLC.

7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

10
11 WOODSTREAM CORPORATION;
SAFER, INC.; and DYNAMIC
12 SOLUTIONS WORLDWIDE, LLC.

13 Plaintiffs,

14 v.

15 NATANYA NACOLE MATIER,
16 Defendant.

Case No. 5:24-cv-02728

**COMPLAINT SEEKING
STATEWIDE OR NATIONWIDE
RELIEF**

JURY TRIAL DEMANDED

17
18 **COMPLAINT**

19 Plaintiffs Woodstream Corporation, (“Woodstream”), Safer, Inc.
20 (“Safer”) and Dynamic Solutions, Worldwide, LLC, (“Dynamic Solutions”) by
21 and through their attorneys, for their Complaint against defendant Natanya
22 Nacole Matier (“Defendant” or “Matier”) allege as follows:

23 **Preliminary Statement**

24 1. This is an action for trademark counterfeiting infringement of
25 Plaintiff's federally-registered trademark SAFER under Section 32(1) of the
26 Lanham Act, 15 U.S.C. § 1114(1), for unfair competition and false
27 designation of origin under Section 43(a) of the Lanham Act, 15 U.S.C. §
28 1125(a), and for substantial and related claims of patent infringement arising

1 under the patent laws of the United States, Title 35, United States Code, and
2 copyright infringement arising under the copyright laws of the United States,
3 Title 17, United States Code, all arising from the Defendant's unauthorized
4 use of spurious designations identical to or substantially indistinguishable
5 from Plaintiff's SAFER mark in connection with the manufacture, distribution,
6 marketing, promotion, offering for sale, and/or sale of Defendant's
7 counterfeit Indoor Plug-In Fly Traps and Fly Trap Refill Packs.

8 2. Plaintiff seeks injunctive and monetary relief.

9 **Jurisdiction and Venue**

10 3. This Court has original jurisdiction over the subject matter of this
11 action pursuant to 28 U.S.C. §§ 1331 and 1338(a).

12 4. Personal jurisdiction over Defendant is proper in this District for
13 at least the following reasons: (1) Defendant has consented to the
14 jurisdiction of this Federal District Court for the judicial district in which her
15 address is located by her counter-notices to Amazon attached as Exhibit A.
16 (2) Defendant is present in California and has availed herself of the rights
17 and benefits of the laws of California; (3) Upon information and belief,
18 Defendant has committed and continues to commit acts of counterfeiting
19 and infringement in California; (4) Upon information and belief, Defendant
20 has derived substantial revenue from the sales of Indoor Plug-In Fly Traps
21 and Fly Trap Refill Packs in California; and (5) Defendant has purposefully
22 established systematic and continuous business contacts with California and
23 should reasonably expect to be brought into Court in this District.

24 5. Venue is proper under 28 U.S.C. §§ 1391 and 1400(b) because
25 Defendant resides in the State of California. Upon information and belief,
26 Defendant has transacted business in this District and has committed acts of
27 counterfeiting and infringement in this District.

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Parties and Background

6. Woodstream is a Pennsylvania corporation, with a principal place of business at 29 E. King Street, Lancaster, PA 17602.

7. Safer, Inc. is Delaware corporation, with a principal place of business at 69 North Locust Street, Lititz, PA 17543. Safer, Inc. is a wholly owned subsidiary of Woodstream Corporation.

8. Dynamic Solutions Worldwide, LLC. is a Wisconsin limited liability company, with a principal place of business at 29 E. King Street, Lancaster, PA 17602 and is a wholly owned subsidiary of Woodstream Corporation.

9. Upon information and belief, Matier is an individual who resides at or has a principal place of business at 1921 S Lynx Ave Doct#FSX11, Ontario, CA 91761.

10. Upon discovery of the infringing activity on an Amazon storefront, "EnjoysBars" owned by Matier, Woodstream requested of Amazon that the infringing pages be taken down and concurrently notified Matier of the unauthorized infringing activity by letter dated November 19, 2024.

11. Matier responded to Amazon with counter notices but has not had any communication with Woodstream.

The Asserted Trademark

12. Safer is the owner of valid and subsisting United States Trademark Registration No. 7,348,455 on the Principal Register in the United States Patent and Trademark Office (USPTO) for the SAFER (hereinafter "SAFER Mark") for Insect repellants Attached as Exhibit B is a true and correct copy of the registration certificate for Safer's United States Trademark Registration No. 7,348,455, which was issued by the USPTO on April 2, 2024.

1 13. Safer has used the SAFER Mark in commerce throughout the
2 United States continuously since January 8, 2024 in connection with the
3 manufacture, distribution, provision, offering for sale, sale, marketing,
4 advertising, and promotion of insect repellents, traps, and refills (hereinafter
5 “Goods”). Attached hereto as Exhibit C are photographs of representative
6 samples of products showing Plaintiff's use of the SAFER Mark in
7 connection with these products marked, “Counterfeit.”

8 14. As a result of its widespread, continuous, and exclusive use of
9 the SAFER Mark to identify its Goods and Safer as their source, Safer owns
10 valid and subsisting federal statutory and common law rights to the SAFER
11 Mark.

12 15. The SAFER Mark is distinctive to both the consuming public and
13 Safer's trade.

14 16. Safer has expended substantial time, money, and resources
15 marketing, advertising, and promoting the Goods sold under the SAFER
16 Mark.

17 17. Safer, through its authorized distributors, distributes/provides
18 and sells the Goods under the SAFER Mark in retail stores and online.

19 18. Safer has had substantial sales of its Goods under the SAFER
20 Mark throughout the United States.

21 19. Safer offers and sells its Goods under its SAFER Mark to
22 general consumers.

23 20. The Goods Safer offers under the SAFER Mark are of high
24 quality made of superior plastic materials, LED, and electrical components.

25 21. As a result of Safer's expenditures and efforts, the SAFER Mark
26 has come to signify the high quality of the Goods designated by the SAFER
27 Mark, and has acquired incalculable distinction, reputation, and goodwill
28 belonging exclusively to Safer.

Defendant's Unlawful Activities

22. Upon information and belief, Defendant is engaged in business on an Amazon Storefront known as, "EnjoysBars," offering counterfeit goods.

23. Without Plaintiffs' authorization, and upon information and belief, beginning after Safer and Woodstream acquired protectable exclusive rights in its SAFER Mark, Defendant began using in commerce designations identical to and substantially indistinguishable from Plaintiffs' SAFER Mark in connection with Goods (the "Counterfeit Goods") in a manner substantially identical to Safer's use of the SAFER Mark in connection with its Goods. The Counterfeit Goods are identified by and being sold under product numbers SH502, SH502-2SR, SH503, SH506, and SH512.

24. Upon information and belief, without Plaintiffs' authorization, Defendant has engaged in the importation, distribution, advertising, promotion, offering for sale, and sale of the Counterfeit Goods throughout the US online through its Amazon storefront.

25. Woodstream purchased from Defendant through its Amazon Storefront the Counterfeit Goods bearing a designation substantially indistinguishable from Plaintiffs' SAFER Mark. Attached hereto as Exhibit D are true and correct images of the Counterfeit Goods that the Plaintiff purchased from Defendant.

26. Woodstream inspected and confirmed that the Counterfeit Goods are a counterfeit reproduction of its Goods sold under the SAFER Mark. Exhibit D shows side by side comparisons of the Goods and Counterfeit Goods noting indicia of counterfeiting.

27. Woodstream also determined that the counterfeit product sample is inferior in quality to Plaintiff's Goods sold under the SAFER Mark because of deviations from molding specification and use of internal components

1 which are different from those specified by Safer.

2 28. At all relevant times and in furtherance of its counterfeiting and
3 infringing activities, Defendant has willfully and intentionally used and will
4 continue to use a spurious designation indistinguishable from Plaintiffs'
5 SAFER Mark on and in connection with the Counterfeit Goods.

6 29. Defendant's counterfeiting and infringing acts as alleged herein
7 have caused and are likely to cause confusion, mistake, and deception
8 among the relevant consuming public as to the source or origin of the
9 Counterfeit Goods and have deceived and are likely to deceive the relevant
10 consuming public into believing, mistakenly, that Defendant's Counterfeit
11 Goods originate from, are associated, or affiliated with, or are otherwise
12 authorized by Plaintiffs.

13 30. Defendant's acts are causing, and unless restrained, will
14 continue to cause damage and immediate irreparable harm to Plaintiffs and
15 to their valuable reputations and goodwill with the consuming public for
16 which Plaintiffs have no adequate remedy at law.

17 **The Asserted Patent**

18 31. United States Patent Number 11,470,832 ("the '832 Patent"),
19 entitled "Plug-In Insect Trap With Replaceable Adhesive Card", was duly
20 and legally issued on October 18, 2022. Attached as Exhibit E is a true and
21 correct copy of the '832 Patent.

22 32. The '832 Patent claims, among other things, a plug-in insect
23 trap.

24 33. Dynamic Solutions is the owner of the '832 Patent.

25 **Defendant's Infringing Products and Activities**

26 34. Upon information and belief, Defendant has and will continue to
27 infringe the '832 Patent by using, selling, and offering for sale the Counterfeit
28 Goods in the United States and importing into the United States the

1 Counterfeit Goods that embody or use the invention claimed in the '832
2 Patent.

3 35. Upon information and belief, Defendant has been and is inducing
4 infringement of the '832 Patent by actively and knowingly inducing others to
5 use the Counterfeit Goods, especially by offering the Fly Trap Refill Packs,
6 SH503, SH 506, and SH512 that embody or use the inventions claimed in
7 the '832 Patent.

8 36. Woodstream has purchased the Counterfeit Goods and
9 determined that they literally infringe at least one claim of the '832 Patent.

10 **The Asserted Copyright**

11 37. The Copyrighted Work is an original Safer Home Glue Card
12 Design containing copyrightable subject matter for which copyright protection
13 exists under the Copyright Act, 17 U.S.C. § 101, et. seq.

14 38. Woodstream's employees created the Copyrighted Work on or
15 around November 21, 2021 as part and within the scope of their employment
16 with Woodstream . Because the Copyrighted Work is a work made for hire
17 within the scope of Employees' employment with Plaintiff, Woodstream owns
18 any and all copyright rights in the Copyrighted Work.

19 39. The Copyrighted Work is wholly original, and Woodstream is the
20 exclusive owner of all rights, title, and interest, including all rights
21 under copyright, in the Copyrighted Work.

22 40. Woodstream is the owner of valid and subsisting United
23 States Copyright Registration No. VA 2-385-220 for the Copyrighted Work,
24 issued by the United States Copyright Office on February 27, 2024. Attached
25 as Exhibit F is a true and correct copy of the registration certificate for
26 Woodstream's Registration No. VA 2-385-220.

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1 41. The Copyrighted Work is of significant value to Woodstream
2 because it is part of a successful line of fly trap products included in the
3 Goods.

4 **Defendant's Infringing Products and Activities**

5 42. On information and belief, Defendant is engaged in offering the
6 Counterfeit Goods on Amazon in its EnjoysBars storefront.

7 43. Defendant has sold identical copies of the Copyrighted Work
8 thought its EnjoysBars storefront.

9 44. Defendant's use of the Copyrighted Work is without Plaintiff's
10 authorization, consent, or knowledge, and without any compensation to
11 Plaintiff.

12 45. On information and belief, Defendant's identical copying and
13 exploitation of the Copyrighted Work was willful, and in disregard of, and
14 with indifference to, the rights of Plaintiff. On further information and belief,
15 Defendant's intentional, infringing conduct was undertaken to reap the
16 benefits and value associated with the Copyrighted Work. By failing to obtain
17 Woodstream's authorization to use the Copyrighted Work or to compensate
18 Woodstream for the use, Defendant has avoided payment of license fees
19 and other financial costs associated with obtaining permission to exploit
20 the Copyrighted Work, as well as the restrictions that Woodstream is entitled
21 to and would place on any such exploitation as conditions for Woodstream's
22 permission, including the right to deny permission altogether.

23 46. On November, 19, 2024, Plaintiffs sent a cease and desist letter
24 to Defendant objecting to Defendant's unauthorized activity. Attached hereto
25 as Exhibit G is a true and correct copy of Plaintiff's November, 19, 2024
26 cease and desist letter to Defendant.

27 47. Concurrently with the cease and desist letter, Plaintiffs requested
28 takedown of the unauthorized activity from Amazon.

48. To date, Amazon has temporarily taken down the unauthorized activity for a limited 10 day period, Plaintiffs have received no response to its cease and desist letter and, after reasonable inquiry, has no evidence that Defendant will comply with the demands set out in its cease and desist letter after the temporary takedown.

49. As a result of Defendant's actions described above, Plaintiffs have been directly damaged, and are continuing to be damaged, by the unauthorized sale of the Copyrighted Work. Defendant has never accounted to or otherwise paid Woodstream for its use of the Copyrighted Work.

50. Defendant's acts are causing, and unless restrained, will continue to cause damage and immediate irreparable harm to Plaintiffs for which Plaintiffs have no adequate remedy at law.

COUNT ONE

Counterfeiting and Trademark Infringement

51. Plaintiffs repeat and realleges paragraphs 1 through 48 hereof, as if fully set forth herein.

52. Defendant's unauthorized use in commerce of a spurious designation that is identical to or substantially indistinguishable from Plaintiffs' SAFER Mark, on and in connection with the Counterfeit Goods as alleged herein is likely to deceive consumers as to the origin, source, sponsorship, or affiliation of the Counterfeit Goods, and is likely to cause consumers to believe, contrary to fact, that Defendant's goods are sold, authorized, endorsed, or sponsored by Plaintiffs, or that Defendant is in some way affiliated with or sponsored by Plaintiffs. Defendant's conduct therefore constitutes counterfeiting and trademark infringement in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1).

53. Upon information and belief, Defendant has committed the foregoing acts of counterfeiting and infringement with full knowledge of

1 Plaintiffs' prior rights in the SAFER Mark and with the willful intent to cause
2 confusion and trade on Plaintiff's goodwill.

3 54. Defendant's conduct is causing immediate and irreparable harm
4 and injury to Plaintiffs, and to their goodwill and reputation, and will continue
5 to both damage Plaintiffs and confuse the public unless enjoined by this
6 court. Plaintiffs have no adequate remedy at law.

7 55. Plaintiffs are entitled to, among other relief, injunctive relief and
8 an award of actual damages, Defendant's profits, enhanced damages and
9 profits, statutory damages, reasonable attorneys' fees, and costs of the
10 action under Sections 34 and 35 of the Lanham Act, 15 U.S.C. §§ 1116 and
11 1117, together with prejudgment and post-judgment interest.

12 **COUNT TWO**

13 **Federal Unfair Competition**

14 56. Plaintiffs repeat and realleges paragraphs 1 through 53 hereof,
15 as if fully set forth herein.

16 57. Defendant's unauthorized use in commerce of a spurious
17 designation that is identical to or substantially indistinguishable from
18 Plaintiffs' SAFER Mark as alleged herein is likely to deceive consumers as
19 to the origin, source, sponsorship, or affiliation of Defendant's goods, and is
20 likely to cause consumers to believe, contrary to fact, that Defendant's
21 goods are sold, authorized, endorsed, or sponsored by Plaintiffs, or that
22 Defendant is in some way affiliated with or sponsored by Plaintiffs.

23 58. Defendant's unauthorized use in commerce of a spurious
24 designations that is identical to or substantially indistinguishable from
25 Plaintiffs' SAFER Mark as alleged herein constitutes use of a false
26 designation of origin and misleading description and representation of fact.

27 59. Upon information and belief, Defendant's conduct as alleged
28 herein is willful and is intended to and is likely to cause confusion, mistake,

1 or deception as to the affiliation, connection, or association of Defendant
2 with Plaintiffs.

3 60. Defendant's conduct as alleged herein constitutes unfair
4 competition in violation of Section 43(a) of the Lanham Act, 15 U.S.C. §
5 1125(a).

6 61. Defendant's conduct as alleged herein is causing immediate and
7 irreparable harm and injury to Plaintiffs, and to their goodwill and reputation,
8 and will continue to both damage Plaintiffs and confuse the public unless
9 enjoined by this court. Plaintiffs have no adequate remedy at law.

10 62. Plaintiffs are entitled to, among other relief, injunctive relief and
11 an award of actual damages, Defendant's profits, enhanced damages and
12 profits, reasonable attorneys' fees, and costs of the action under Sections 34
13 and 35 of the Lanham Act, 15 U.S.C. §§ 1116 and 1117, together with
14 prejudgment and post-judgment interest.

15 **COUNT THREE**

16 **Infringement of U.S. Patent No. 11,470,832**

17 63. Plaintiffs repeat and realleges paragraphs 1 through 60.

18 64. Upon information and belief, Defendant has imported, used,
19 offered to sell, sold and may now or in the future import, make, use and/or
20 sell, in the United States and in California, an invention described and
21 claimed by the '832 Patent without authority or approval, with the
22 importation, use, and sale of at least its Counterfeit Goods shown in Exhibits
23 C and D.

24 65. Upon information and belief, Defendant has been and is inducing
25 infringement of the '832 Patent by actively and knowingly inducing others to
26 use at least its Refill Packs shown which embody or use the invention
27 claimed in the '832 Patent.

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66. Defendant's activities in connection with the above-identified acts constitute infringement of the '832 Patent pursuant to the provisions of 35 U.S.C. § 1, *et seq.*

67. Defendant is liable for direct infringement and inducing infringement of the '832 Patent pursuant to 35 U.S.C. § 271(a) and (b).

68. Upon information and belief, Defendant's infringement has been, and continues to be deliberate, knowing, and willful.

69. Defendant's acts of infringement of the '832 Patent have caused and will continue to cause Plaintiffs damages for which Plaintiffs are entitled to compensation pursuant to 35 U.S.C. § 284.

70. Defendant's acts of infringement of the '832 Patent have caused and will continue to cause Dynamic Solutions immediate and irreparable harm unless such infringing activities are enjoined by this Court pursuant to 35 U.S.C. § 283. Dynamic Solutions has no adequate remedy at law.

71. This case is exceptional and, therefore, Dynamic Solutions is entitled to an award of attorneys fees pursuant to 35 U.S.C. § 285.

COUNT FOUR

Federal Copyright Infringement

72. Plaintiffs repeat and realleges paragraphs 1 69 hereof, as if fully set forth herein.

73. The Copyrighted Work is an original Safer Home Glue Card Design containing copyrightable subject matter for which copyright protection exists under the Copyright Act, 17 U.S.C. § 101, et. seq. Woodstream is the exclusive owner of rights under copyright in and to the Copyrighted Work. Woodstream owns a valid copyright registration for the Copyrighted Work, attached as Exhibit F.

74. Through Defendant's conduct alleged herein, including Defendant's sale of the Copyrighted Work without Plaintiff's permission,

1 Defendant has directly infringed Woodstream's exclusive rights in
2 the Copyrighted Work in violation of Section 501 of the Copyright Act, 17
3 U.S.C. § 501.

4 75. On information and belief, Defendant's infringing conduct alleged
5 herein was and, unless enjoined, will continue to be willful and with full
6 knowledge of Woodstream's rights in the Copyrighted Work, and has
7 enabled Defendant illegally to obtain profit therefrom.

8 76. As a direct and proximate result of
9 Defendant's infringing conduct alleged herein, Woodstream has been
10 harmed and is entitled to damages in an amount to be proven at trial.
11 Pursuant to 17 U.S.C. § 504(b), Woodstream is also entitled to recovery of
12 Defendant's profits attributable to Defendant's infringing conduct alleged
13 herein, including from any and all sales of the Copyrighted Work and
14 products incorporating or embodying the Copyrighted Work, and an
15 accounting of and a constructive trust with respect to such profits.

16 77. Alternatively, Woodstream is entitled to statutory damages
17 pursuant to 17 U.S.C. § 504(c), for Defendant's willful infringing, and for
18 such other amount as may be proper pursuant to 17 U.S.C. § 504(c).

19 78. Woodstream further is entitled to its attorneys' fees and costs
20 pursuant to 17 U.S.C. § 505.

21 79. As a direct and proximate result of the
22 Defendant's infringing conduct alleged herein, Woodstream has sustained
23 and will continue to sustain substantial, immediate, and irreparable injury, for
24 which there is no adequate remedy at law. On information and belief, unless
25 Defendant's infringing conduct is enjoined by this Court, Defendant will
26 continue to infringe the Copyrighted Work. Woodstream therefore is entitled
27 to preliminary and permanent injunctive relief restraining and enjoining
28 Defendant's ongoing infringing conduct.

Request for Relief

Wherefore, Plaintiff requests judgment against Defendant as follows:

- a. Adjudging that Defendant has violated Section 32 of the Lanham Act (15 U.S.C. § 1114); Section 43(a) of the Lanham Act (15 U.S.C. § 1125(a)); and Section 43(c) of the Lanham Act (15 U.S.C. § 1125(c)); and that Defendant has infringed the '832 Patent, in violation of 35 U.S.C. § 271(a) and (b); and that Defendant has violated Section 501 of the Copyright Act (17 U.S.C. § 501).
- b. Permanently enjoining Defendant, its employees, agents, officers, directors, attorneys, successors, affiliates, subsidiaries, and assigns, and all of those in active concert and participation with any of the foregoing persons or entities from:
 - i. manufacturing, importing distributing, displaying, marketing, advertising, promoting, selling, or using any and all packaging, labels, catalogs, shopping bags, containers, advertisements, signs, displays, and other materials that bear, display, or use Plaintiffs' SAFER Mark or any other mark that is a counterfeit, copy, simulation, confusingly similar variation, or colorable imitation of Plaintiffs' SAFER Mark;
 - ii. engaging in any activity that infringes Plaintiffs' rights in its SAFER Mark;
 - iii. engaging in any activity constituting unfair competition with Plaintiffs;
 - iv. making or displaying any statement, representation, or depiction that is likely to lead the public or the trade to believe that (i) Defendant's goods or services are in any manner approved, endorsed, licensed, sponsored, authorized, or franchised by or associated, affiliated, or otherwise connected

1 with Plaintiffs or (ii) Plaintiffs' goods or services are in any
2 manner approved, endorsed, licensed, sponsored,
3 authorized, or franchised by or associated, affiliated, or
4 otherwise connected with Defendant;

5 v. using or authorizing any third party to use in connection with
6 any business, goods, or services any false description, false
7 representation, or false designation of origin, or any marks,
8 names, words, symbols, devices, or trade dress that falsely
9 associate such business, goods and/or services with Plaintiffs
10 or tend to do so;

11 vi. registering or applying to register any trademark, service
12 mark, domain name (regardless of ccTLD or gTLD), trade
13 name, or other source identifier or symbol of origin consisting
14 of or incorporating the SAFER Mark or any other mark that
15 infringes or is likely to be confused with Plaintiffs' SAFER
16 Mark, or any goods or services of Plaintiffs, or Plaintiffs as
17 their source;

18 vii. in connection with any sponsored advertising on the internet,
19 purchasing the SAFER Mark or any other mark that is a
20 counterfeit, copy, simulation, SAFER Mark, or using any of
21 these marks in any source code or otherwise using the marks
22 in such a way that a search for Plaintiffs on the internet will
23 cause any domain name or website of Defendants to appear
24 in search results;

25 viii. secreting, destroying, deleting, altering, or removing any
26 books, records, or documents (electronic or otherwise) that
27 contain any information relating to the manufacturing,
28 importing, distributing, marketing, promoting, offering for sale,

1 or selling of the Counterfeit Goods or any other products that
2 bear, contain, display, or use Plaintiffs' SAFER Mark or any
3 other mark that is a counterfeit, copy, simulation, confusingly
4 similar variation, or colorable imitation of Plaintiffs' SAFER
5 Mark;

6 ix. infringing, contributing to the infringement of, or inducing
7 infringement of the '832 Patent;

8 x. manufacturing, distributing, marketing, advertising, promoting,
9 displaying, or selling or authorizing any third party to
10 manufacture, distribute, market, advertise, promote, display,
11 or sell the Copyrighted Work and any products, works, or
12 other materials that include, copy, are derived from, or
13 otherwise embody the Copyrighted Work; and

14 xi. aiding, assisting, or abetting any other individual or entity in
15 doing any act prohibited by sub-paragraphs (i) through (xi).

16 c. Ordering Defendant to direct all manufacturers, importers,
17 distributors, retailers, wholesalers, and other persons and entities
18 that distribute, advertise, promote, sell, or offer for sale the
19 Counterfeit Goods including Copyrighted Works to cease forthwith
20 the manufacture, distribution, marketing, advertising, promotion,
21 sale, and/or offering for sale of the Counterfeit Goods and any and
22 all goods, packaging, labels, catalogs, shopping bags, containers,
23 advertisements, signs, displays, and other materials that bear,
24 contain, or display the SAFER Mark or any other mark that is a
25 counterfeit, copy, simulation, confusingly similar variation, or
26 colorable imitation of Plaintiff's SAFER Mark, and to immediately
27 remove them from public access and view.
28

- 1 d. In accordance with Section 36 of the Lanham Act, 15 U.S.C. §
2 1118, directing that Defendant, at its own expense, recall and
3 deliver up to Plaintiff's counsel for destruction all Counterfeit Goods,
4 including Copyrighted Works, and any and all other goods,
5 packaging, labels, catalogs, shopping bags, containers,
6 advertisements, signs, displays, and other materials that bear,
7 contain, or display the SAFER Mark or any other mark that is a
8 counterfeit, copy, simulation, confusingly similar variation, or
9 colorable imitation of Plaintiff's SAFER Mark, that are in
10 Defendant's possession, custody, or control and all means of
11 making the same.
- 12 e. Ordering Defendant to permanently delete and remove from all
13 online auctions, online marketplaces, search engines, blogs, social
14 media, or websites on or through which Defendant has advertised
15 or sold Counterfeit Goods or that are within Defendant's control, all
16 listings for or references to any Counterfeit Goods, or any other
17 products that bear, contain, or display Plaintiffs' SAFER Mark or
18 any other mark that is a counterfeit, copy, simulation, confusingly
19 similar variation, or colorable imitation of Plaintiffs' SAFER Mark.
- 20 f. Ordering Defendant to make all books, records, including electronic
21 records, and other documents concerning the manufacture,
22 distribution, importation, advertisement, or sale of the Counterfeit
23 Goods available to Plaintiffs for review, and supply Plaintiff with a
24 complete list of entities and persons from which Defendant
25 purchased and to which Defendant distributed and/or sold the
26 Counterfeit Goods or any other products confusingly similar to
27 Plaintiff's products or that otherwise bear, contain, or display
28 Plaintiffs' SAFER Mark or any other mark that is a counterfeit, copy,

1 simulation, confusingly similar variation, or colorable imitation of
2 Plaintiffs' SAFER Mark.

- 3 g. Pursuant to Section 35(a) of the Lanham Act (15 U.S.C. § 1116(a)),
4 directing Defendant to file with the court and serve upon Plaintiffs'
5 counsel within thirty (30) days after service on Defendant of an
6 injunction in this action, or such extended period as the court may
7 direct, a report in writing under oath setting forth in detail the
8 manner and form in which Defendant has complied therewith.
- 9 h. Ordering Defendant to account and pay damages adequate to
10 compensate Plaintiffs for Defendant's infringement of the '832
11 Patent, and the Copyrighted Work including pre-judgment and post-
12 judgment interest and costs, pursuant to 35 U.S.C. § 284;
- 13 i. Ordering an accounting for any infringing sales not presented at trial
14 and an award by the Court of additional damages for any such
15 infringing sales;
- 16 j. Ordering that the damages award be increased up to three times
17 the actual amount assessed, pursuant to 35 U.S.C. § 284; and 15
18 U.S.C. §§ 1117(a), (b);
- 19 k. Awarding Plaintiffs, at Plaintiffs' election, statutory damages of
20 \$2,000,000 per counterfeit mark per type of goods or services sold,
21 offered for sale, or distributed, pursuant to 15 U.S.C. § 1117(c);
- 22 l. Declaring this case exceptional and awarding Plaintiffs their
23 reasonable attorney fees, pursuant to 35 U.S.C. § 285;
- 24 m. Awarding Plaintiffs interest, including prejudgment and post-
25 judgment interest, on the foregoing sums; and,
- 26 n. Awarding such other and further relief as this Court deems just and
27 proper.

28 ///

JURY DEMAND

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff hereby demands a jury trial on all issues so triable.

Dated: December 27, 2024 HIGGS FLETCHER & MACK LLP

By: /s/ Michael R. Gibson
MICHAEL R. GIBSON
Attorneys for Plaintiffs WOODSTREAM
CORPORATION; SAFER, INC.;
and DYNAMIC SOLUTIONS
WORLDWIDE, LLC.